RESOLUTION NO. 2014-56-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH IQM2 FOR GOVERNMENT MEETING MANAGEMENT SOFTWARE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the Mayor be authorized and directed to execute, on behalf of the City, the attached agreement with IQM2 for the provision of Government Meeting Management Software.

READ, PASSED, AND ADOPTED THIS 14th DAY OF APRIL, 2014.

_____
Tommy Overcash, President
Madison City Council
City of Madison, Alabama

ATTEST:

_____
Melanie A. Williard, City Clerk-Treasurer

APPROVED this _____ day of April, 2014.

_____
Troy Trulock, Mayor
City of Madison, Alabama

IQM2
GOVERN SMARTER

Government Meeting Management Software

City of Madison, AL

Submitted By:

Michael Casey
Regional Business Executive

IQM2 Inc.
100 Comac Street
Ronkonkoma, NY 11779
(631) 619-2017

2/11/2014

IQM2, Inc. Terms, Conditions and Pricing for
City of Madison, AL

IMPORTANT NOTICE TO USER: IQM2, Inc. owns all intellectual property in the MinuteTraq, MediaTraq and E-Boardroom software "Software". You shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of New York.

2. Software License. This software program and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by IQM2 as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses.

3. Continued Services

3.1 *Updates and Renewals.* If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by IQM2.Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by IQM2.

3.2 *Service Level Agreement "SLA".* Technical support is available twenty-four (24) hours per day, seven (7) days per week for the term of this Agreement. IQM2 policy requires a response from a support staff member within 60 minutes which will result (if necessary) in a formal submission of a case #. Client will be notified of estimated resolution schedule.

3.3 *Hosting.* IQM2 agrees to maintain customer data in a Tier-2 datacenter and is committed to providing 99.9% uptime and availability. IQM2 will perform nightly backups of your hosted data to an alternate physical location.

3.4 *Ownership of Data.* All hosted data belongs to the customer. At the request of the customer IQM2 will provide a backup of all database information and files through a downloadable backup or DVD. IQM2 agrees to provide this service without charge at least once per year.

4. Payment Terms & Fees

4.1 *Billing Procedures.* **SaaS Services of $1,225 per month billing will begin upon project start date (first discovery call with trainer).** Each subsequent payment will occur on the 1st or 15th of each month. IQM2 reserves the right to charge a 5% cost of living per year. Payment Terms are **NET 30** Days. This agreement can be terminated at any time with **30 days** prior written notice. Initial here_____

4.2 *Travel Expenses.* Travel expenses are not included and will be invoiced separately.

4.3 *Hardware.* IQM2 does not warranty any hardware. Should IQM2 choose to furnish encoder hardware as part of our MediaTraq video streaming service at no additional cost, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost.

5. Limitation of Liability. In no event will IQM2 be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if an IQM2 representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. IQM2's aggregate liability shall be limited to the amount contracted for the software, if any.

6. Pricing Structure:

SKU #	Description	Monthly SaaS	One Time
20-305	MinuteTraq - Unlimited	$725 / mo	
10-002	System Configuration, Implementation & Training		Waived/Included
21-305	MediaTraq - Unlimited	$500 / mo	
Total – Monthly SaaS		**$1,225 / mo**	

7. Electronic Payment Discount: IQM2 offers an optional 2% discount on all services that can be electronically paid through credit card. By submitting your credit card information here you agree to allow IQM2 to charge your monthly SaaS fee (less 2% discount) of **$1,200 / mo** in accordance to our regular payment terms.

Type	Card #	Name on Card	Expires

Billing Address (Street, City, State, Zip)	Security Code

City of Madison, AL   **IQM2, Inc.**

_____   _____
Signature   Signature

_____   **Daryl Blowes, CEO**
Printed Name, Title   Printed Name, Title

Date: _____   Date: 2/11/2014

Billing Contact: _____

Billing Address: _____